EXHIBIT BB

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

C.A. No. 6:05-cv-424-LED-JDL

ADVANCEME, INC.,)
Plaintiff)
)
vs.)
)
)
RAPIDPAY LLC, BUSINESS CAPITAL)
CORPORATION, FIRST FUNDS LLC,)
MERCHANT MONEY TREE, INC.,)
REACH FINANCIAL, LLC and)
FAST TRANSACT, INC.)
d/b/a SIMPLE CASH,)
Defendants)

C.A. No. 6:06-cv-82-LED

ADVANCEME, INC.,)
Plaintiff)
)
vs.)
)
)
AMERIMERCHANT, LLC,)
Defendant.)

VIDEOTAPED DEPOSITION

OF

THOMAS J. LITLE, IV

WEDNESDAY, SEPTEMBER 6, 2006

Q. Did Litle & Company ever attempt to keep its third-party payment procedures confidential?

MR. EDELMAN: Objection. Vague and ambiguous.

A. No. During our sales process, when we found a merchant that could be benefitted by that, we talked about it.

Q. Were there any NDA's in place when you talked to these merchants about the arrangement?

MR. SMITH: Objection. Do you understand "NDA," non-disclosure agreement?

THE WITNESS: Sure.

A. Not that covered that, no.

Q. There was a lot of talk about confidentiality and how Litle & Company provided enhanced confidentiality for particular pieces of information for its merchants.

A. Right.

Q. And could you just describe the scope of confidentiality you were discussing, if you understand that question?

A. Yes. Mail order -- catalogs, in particular, have two major assets. One is their mailing list, which are the people that buy from them regularly, and the other is the history of how the mailing list and products and everything else worked. We had the mailing list information on our computer. We had that information, so if we wanted to, we could take that information and rent it to competing catalogs. Now, catalogs normally render or exchange their list to people they control and they get the revenue from that. If we rendered and exchanged their mailing list and we took the revenue from that, in my view, that was tantamount to stealing from our customers. So we didn't do it. There were companies that definitely did, CitiCorp being the primary example.

Q. The confidentiality provisions in Exhibit 4 of the Member Agreement, did those confidentiality provisions apply only to those customers lists and the customer information that you've just described?

MR. EDELMAN: Objection. Calls for a legal interpretation.

A. I can't remember. I know we wouldn't

discuss one merchant's financial information with another merchant. So maybe it applied to that, too. I don't know. I'd have to review it, but the reason we put the part about confidentiality of data was, that was a positive sales point that we made to people we were trying to get to use us for merchant processing.

MR. EDELMAN: I believe your three and a half hours are up.

MR. GRAY: I believe, if the witness is okay, I just have a couple more minutes?

MR. SMITH: Sure. A couple more minutes.

Q. Going back to Litle & Company's relationship with FNBL, did FNBL ever forward any money to a merchant or a third party without the express instructions from Litle & Company to do so?

MR. EDELMAN: Objection. Calls for speculation. Vague and ambiguous.

MR. SMITH: Do you understand the question?

THE WITNESS: Yeah.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

I, Denise M. Rae, a Certified Shorthand Reporter and Notary Public duly commissioned and qualified within and for the Commonwealth of Massachusetts, do hereby certify:

That THOMAS J. LITLE, IV, the witness whose deposition is hereinbefore set forth, was duly sworn by me, and that such deposition is a true record of the testimony given by the witness to the best of my skill, knowledge, and ability.

IN WITNESS WHEREOF, I have hereunto set my hand and my affixed notarial seal this 8th day of September, 2006.

Denise M. Rae

____

Denise M. Rae

Notary Public

My commission expires:

January 16, 2009